## KEEGAN WERLIN LLP

ATTORNEYS AT LAW 265 FRANKLIN STREET BOSTON, MASSACHUSETTS 02110-3525

(617) 951-1400

TELECOPIERS: (617) 951-1354 (617) 951-0586

April 11, 2006

Mary L. Cottrell, Secretary Department of Telecommunications and Energy One South Station, 2<sup>nd</sup> Floor Boston, MA 02110

Re:

NSTAR Gas Company, D.T.E. 06-10

Dear Secretary Cottrell:

Please find attached a copy of the Recallable Pipeline Capacity Release Letter Agreement (the "Capacity Release Agreement") between NSTAR Gas Company (the "Company") and Constellation Energy Commodities Group, Inc., dated July 8, 2005. The attached agreement was inadvertently left out of the Company's February 8, 2006 initial filing in this proceeding. The initial filing included Exhibit MAG-2(c), the September 28, 2005 Recallable Pipeline Capacity Release Letter Agreement, which provides for extension of the July 8, 2005 Capacity Release Agreement for a period of 1 month. The July 8, 2005 Capacity Release Agreement should have been included in the initial filing.

The Company will be offering the July 8, 2005 Capacity Release Agreement as an exhibit in this proceeding at the April 12, 2006 evidentiary hearing. For purposes of identifying each part of the agreement, the Company will propose at the April 12, 2006 evidentiary hearing to refer to the July 8, 2005 Capacity Release Agreement as Exhibit MAG-2(c)(1) and the September 28, 2005 extension agreement as Exhibit MAG-2(c)(2). My apologies for any confusion that the error may have caused.

Thank you for your consideration and assistance in this matter.

John K. Habib

Enclosures

Carol Pieper, Hearing Officer cc:

Jamie Tosches, Assistant Attorney General

Service List

July 8, 2005

Mr. Max Gowen NSTAR Gas Company One NSTAR Way, NE 220 Westwood, MA 02090-9230

## re: Recallable Pipeline Capacity Release Letter Agreement

Dear Mr. Gowen:

This letter agreement ("Agreement") sets forth the terms to which NSTAR Gas Company ("NSTAR") and Constellation Energy Commodities Group, Inc. ("CCG") have agreed regarding a five (5) year capacity release of Firm Tennessee Gas Pipeline FT-A capacity and Iroquois Gas Transmission RTS Capacity (together, "Recallable Capacity") by NSTAR to CCG. All capitalized terms not defined herein shall have the meanings provided in the Base Contract for Sale and Purchase of Natural Gas, dated September 25, 2003, between NSTAR and CCG. This Agreement shall be effective as of the date hereof and shall remain in effect until October 31, 2011 ("Term").

NSTAR hereby agrees to release to CCG the Recallable Capacity for the Term, and CGC agrees to accept such release, all subject to all applicable orders, rules and regulations of the Federal Energy Regulatory Commission ("FERC Orders"). The release of the Recallable Capacity by NSTAR to CCG shall be for the volumes and terms described below and as provided pursuant to terms substantially similar to those provided in the transaction confirmation between the Parties dated this date (the "Transaction Confirmation"). NSTAR will not revoke a release of Recallable Capacity unless CCG is in default or fails to perform its obligations to NSTAR set forth in this Agreement or in the Transaction Confirmation.

NSTAR agrees that it shall post the Recallable Capacity for bidding on the electronic bulletin boards of Tennessee Gas Pipeline and Iroquois Gas Transmission (the "Bid"), no later than July 22, 2005 for the period from November 1, 2006 through October 31, 2011 (the "Posting"). CCG agrees to submit a bid on the Posting date in conformance with the applicable tariff requirements accepting the release of the Recallable Capacity at the maximum rate.

NSTAR further agrees that at the time that the Bid is made, the Bid shall be posted for a period of no more than three (3) Business Days, unless otherwise provided by FERC Orders; provided, that if a FERC Order shall require a longer posting time or permit a shorter posting time, NSTAR shall post the Bid for the most limited time period permitted. NSTAR and CCG further agree that CCG shall be the pre-arranged replacement shipper and that CCG shall bid for the Recallable Capacity Release as agreed herein.

NSTAR and CCG agree that any third party bidders shall be permitted to bid, per FERC Orders, on the Recallable Capacity.

NSTAR and CCG further agree to the following terms and conditions of a Recallable Posted Capacity Release involving the "Recallable Capacity:

## Recallable Capacity

Contract #1

Pipeline:

Tennessee Gas Pipeline

Rate Schedule:

FT-A

Period:

November 1, 2006 through October 31, 2011

Conditions of Posting: Recallable by NSTAR only if CCG is in default or fails to perform in its obligations under this Agreement or under the Transaction Confirmation.

Capacity Release Product: Firm pipeline capacity with a primary receipt point of Wright located in Tennessee Zone 5 and a primary delivery point of Worcester, MA located in Tennessee Zone 6.

Contract Specifications: MDQ of FT Capacity shall be 4,500 MMBtu/day

Release Rate: Max. Tariff Rate

Special Terms and

Miscellaneous Notes: Replacement Shipper is providing Releasing Shipper with asset

management services for this contract.

Contract #2

Pipeline:

Iroquois Gas Transmission

Rate Schedule:

RT-S

Period:

November 1, 2006 through October 31, 2011

Conditions of Posting: Recallable by NSTAR only if CCG is in default or fails to perform in its obligations under this Agreement or under the Transaction Confirmation.

Capacity Release Product: Firm pipeline capacity with a primary receipt point of Waddington located in IGT Zone 1 and a primary delivery point of Wright located in IGT Zone 1.

Contract Specifications: MDQ of FT Capacity shall be 4,553 MMBtu/day

Release Rate: Max. Tariff Rate

Special Terms and

Miscellaneous Notes: Replacement Shipper is providing Releasing Shipper with asset management services for this contract.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart may be delivered by facsimile. No provision of this Agreement may be amended or waived except by a written instrument executed by each of CCG and NSTAR. This Agreement shall be construed in accordance with the laws of the State of New York, excluding its choice of law provisions. Each party represents and warrants to the other party as of the date hereof that: (a) it is duly organized and existing under the laws of the jurisdiction of its organization and has full power and legal right to execute, deliver and perform this letter agreement; (b) its execution, delivery and performance of this letter agreement has been duly authorized by all necessary actions and do not contravene any legal or contractual restriction binding on or affecting it, and the person signing this letter agreement is authorized and empowered to do so; (c) it has obtained or submitted any authorization or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the due execution, delivery and performance of this letter agreement. Each of CCG and NSTAR further agree that neither shall be required to pay to the other special, exemplary, punitive, incidental, consequential, or indirect damages (whether or not arising from its negligence).

Please sign in the space indicated below and return the fully executed letter amendment to Stuart Rubenstein, Chief Operating Officer, Constellation Energy Commodities Group, Inc., 111 Market Place, Suite 500, Baltimore, MD 21202. Regards.

14M	CONSTELLATION ENERGY COMMODITIES GROUP, INC.	NSTAR GAS COMPANY	
	By: Stuart R. Rubenstein	ву:	elucory
	Title: Chief Operating Officer	Title:U	P Energ Supply & Prouvenent
	Date:	Date:	7/21/05